

Company Name _____

**IT IS THE VENDOR'S RESPONSIBILITY TO
CHECK FOR ADDENDUM PRIOR TO SUBMITTING PROPOSALS**

**NOTICE TO BIDDERS
SPECIFICATION NO. 06-033**

The City of Lincoln, Nebraska intends to purchase and invites you to submit a sealed bid for:

**ONE (1) USED ROLL-OFF TRUCK CHASSIS/HOIST
MEETING OR EXCEEDING THE CITY OF LINCOLN-S
SPECIFICATIONS ATTACHED**

Sealed bids will be received by the City of Lincoln, Nebraska on or before 12:00 noon Wednesday, **January 18, 2006** in the office of the Purchasing Agent, Suite 200, K Street Complex, Southwest Wing, 440 South 8th Street, Lincoln, Nebraska 68508. Bids will be publicly opened and read at the K Street Complex.

Bidders should take caution if U.S. mail or mail delivery services are used for the submission of bids. Mailing should be made in sufficient time for bids to arrive in the Purchasing Division, prior to the time and date specified above. Bids may be downloaded from the City's website at www.lincoln.ne.gov
Keyword: Bid.

Prospective submitters must monitor the bid listing for any addendums. Late bids will not be considered. Fax or e-mail bids are not acceptable. Bid response must be in a sealed envelope.

Company Name _____

PROPOSAL
SPECIFICATION NO. 06-033
BID OPENING TIME: 12:00 NOON
DATE: Wednesday, January 18, 2006

The undersigned bidder, having full knowledge of the requirements of the City of Lincoln for the below listed items and the contract documents (which include Notice to Bidders, Instructions to Bidders, this Proposal, Specifications, Contract, and any and all addenda) and all other conditions of the Proposal, agrees to sell to the City the below listed items for the performance of this Specification, complete in every respect, in strict accordance with the contract documents at and for unit prices listed below.

ADDENDA RECEIPT: The receipt of addenda to the specifications numbers _____ through _____ are hereby acknowledged. Failure of any bidder to receive any addendum or interpretation of the specifications shall not relieve the bidder from obligations specified in the bid request. All addenda shall become part of the final contract document.

**THE REQUIREMENTS FOR
ONE (1) USED ROLL-OFF TRUCK
BIDDING SCHEDULE**

<u>Bid Item</u>	<u>Item Description</u>	<u>Quantity</u>	<u>Unit</u>	<u>Total Price</u>
1.	Used Roll-Off Truck	1	Each	\$ _____
	Manufacturer: _____		Model/Year: _____/_____	
	V I N Number: _____		Original Hours of Use: _____	
	Original Mileage: _____			

AFFIRMATIVE ACTION PROGRAM: Successful bidder will be required to comply with the provisions of the City's Affirmative Action Policy (Contract Compliance, Sec. 1.16). The Equal Opportunity Officer will determine compliance or non-compliance with the City's policy upon a complete and substantial review of successful bidders' equal opportunity policies, procedures, and practices.

The undersigned signatory for the bidder represents and warrants that he has full and complete authority to submit this proposal to the City, and to enter into a contract if this proposal is accepted.

NOTE:
RETURN TWO (2) COMPLETE COPIES OF PROPOSAL AND SUPPORTING MATERIAL
MARK OUTSIDE OF BID ENVELOPE AS FOLLOWS:
SEALED BID FOR SPECIFICATION NO. 06-033

Company Name

Street Address or P.O. Box

City, State Zip

Telephone

E-Mail Address

By (Signature)

(Print Name)

(Title)

(Date)

Estimated Delivery Days

Terms of Payment

Bids may be inspected in the Purchasing Division during normal business hours **after** tabulation and reviewed by a Purchasing Agent. Bid tabulations can be viewed on our website at: lincoln.ne.gov Keyword: Bid A Letter of Intent will be listed on the website when a recommendation is received from the Department.

**SPECIFICATIONS
FOR
One (1) USED ROLL-OFF TRUCK CHASSIS/HOIST**

1 APPLICATION

- 1.1 The roll-off truck shall be used in the City's two landfill sites performing a variety of applications including hauling 40 yard roll-off boxes of scrap metal and appliances to a recycling facility. These boxes use an Outside Rail track loading configuration.
- 1.2 Work conditions include soft rock, asphalt, and concrete surfaces.
- 1.3 Questions can be addressed in writing via e-mail to: Tom Kopplin, Assistant Purchasing Agent, tkopplin@ci.lincoln.ne.us, up to 48 hours before the opening date.
 - 1.3.1 All questions will answered by addendum posted on the Purchasing Web-Site.

2 MODEL AND PRICE RANGE

- 2.1 1995 - 2005 year model.
- 2.2 Price range to not exceed \$52,000. Preferences given to newer and serviceable vehicles that meet the City's intended application.

3 DEMONSTRATIONS

- 3.1 Bidders shall provide on-site demonstrations of equipment if requested by the City.

4 SUPPLEMENTAL INSTRUCTIONS TO BIDDERS

- 4.1 Refer to Instruction to Bidders.
- 4.2 Bidders may submit bid proposals for more than one used roll-off truck.
- 4.3 Bidders shall submit a completed response to the technical equipment specifications listed below for each unit being bid.
 - 4.3.1 A **AYes@** response shall be considered as both a statement that the feature or component is offered AND that it is in proper working order.
 - 4.3.2 A **ANo@** response shall indicate that the feature or component is either not offered OR is offered but not functioning properly.
 - 4.3.3 All **ANo@** responses shall be fully explained on separate company letterhead.
- 4.4 A complete bid submittal shall include the following:
 - 4.4.1 A copy of these Specifications with compliance circled **AYes@** or **ANo@** and all-additional information provided where requested in accordance with Section 4.3.
 - 4.4.2 Manufacturer's literature fully describing specified features.
- 4.5 Bid award shall be based on the City's review and judgment of equipment condition, maintenance history, desirable features, and price.

5 EQUIPMENT CONDITION

- 5.1 The equipment shall be in good, operational condition with a favorable maintenance and performance history available through written or verbal reference.
- 5.2 All features and components shall be in proper working order.
- 5.3 Equipment with major component repairs, rebuilds, or modifications will be considered with appropriate repair documentation.
- 5.4 Equipment serviced through a documented preventive maintenance program will be given higher consideration.
- 5.5 Equipment used in governmental applications may be given higher consideration.
- 5.6 Equipment with dealer offered or transferable manufacturer extended warranties may be give higher consideration.

TECHNICAL EQUIPMENT SPECIFICATIONS

Meets Specifications or provide requested information		Specification Requirement (circle yes/no or provide information as requested)
		6 EQUIPMENT DESCRIPTION
		6.1 Specify manufacturer. _____
		6.2 Specify model number and year. _____
		6.3 Specify VIN number. _____
		6.4 Specify hours of use. (Current hour meter and mileage readings) _____ Original Hours. _____ Original Mileage
		6.5 Specify all previous owners or users of the specific unit being offered for bid including contact names and phone numbers: _____ _____ _____ _____
		6.6 List all major component repairs, modifications, or rebuilds: _____ _____ _____ _____
Yes	No	6.7 Has equipment been maintained as part of a preventative maintenance program?
Yes	No	6.8 Are written service records available for inspection?
		7 ENGINE
Yes	No	7.1 Six cylinder minimum.
Yes	No	7.2 13 Liter C.I.D. minimum.
Yes	No	7.3 Diesel powered.
Yes	No	7.4 Water-cooled.
Yes	No	7.5 Variable net horsepower 300 H.P. minimum. Other: _____
Yes	No	7.6 Engine governor.
Yes	No	7.7 Dry-type High Capacity dual stage air cleaner.
Yes	No	7.8 1450 lb. Ft. torque minimum.
Yes	No	7.9 Pop-up restriction indicator (cab mounted).

Yes	No	7.10 Full-flow spin-on oil filter.
Yes	No	7.11 Fuel filter and water separator.
Yes	No	7.12 24-volt electric start assist.
Yes	No	7.13 Antifreeze protection to -30 degrees F.
Yes	No	7.14 Muffler with vertical exhaust.
Yes	No	7.15 Cold weather ether starting aid.
Yes	No	7.16 Engine side enclosures.
Yes	No	7.17 Fuel priming pump.
Yes	No	7.18 Two heavy-duty batteries.
Yes	No	7.19 Heavy-duty radiator.
Yes	No	7.20 50-gallon capacity fuel tank minimum. _____ _____ _____ _____
		8 TRANSMISSION
Yes	No	8.1 Automatic, _____ Speeds. Forward and Reverse.
Yes	No	8.2 Back-Up Alarm.
Yes	No	8.3 Transmission Oil Cooler.
Yes	No	8.4 Transmission Spin On, Oil Filter.
Yes	No	8.5 Transmission Oil Drain Plug.
		9 STEERING SYSTEM
Yes	No	9.1 Full hydraulic power steering.
Yes	No	9.2 Power steering cooler.
		10 TANDEMS: Rear Axle
Yes	No	10.1 44,000 lb, Capacity tandems.
Yes	No	10.2 Hoist Capacity of 46,000 lb.
Yes	No	10.3 Maximum gear speed of 70 MPH. 10.4 Gear Ratio: _____, allowing up to 70 MPH.
		11 BRAKES
Yes	No	11.1 Air braking system.
Yes	No	11.2 Parking brake.
Yes	No	11.3 Air dryer for air brake systems and drain valves.

		12 TIRES AND WHEELS
Yes	No	12.1 Wheels to be interchangeable throughout. 10 hole ventilated, hub piloted disc.
Yes	No	12.2 Front Tires: 11R 22.5 Highway Tread. _____ Ply
Yes	No	12.3 Rear Tires: 11R 22.5 Traction Tread. _____ Ply
		13 WEIGHT AND DIMENSIONS
Yes	No	13.1 G.V.W.R . Weight. _____
Yes	No	13.2 Chassis Length. _____
Yes	No	13.3 Wheel Base Length. _____ _____ _____ _____ _____ _____
		14 FRONT AXLE
Yes	No	14.1 Heavy duty steel construction.
Yes	No	14.2 Set back of 20,000 lb capacity.
Yes	No	14.3 20,000 lb multi-leaf front spring.
Yes	No	14.4 Front shock absorbers.
Yes	No	14.5 Oil type wheel seals.
		15 ROLL-OFF HOIST
Yes	No	15.1 Manufacturer: _____
Yes	No	15.2 Model Number: _____
Yes	No	15.3 Serial Number: _____
Yes	No	15.4 Model Year: _____
Yes	No	15.5 75,000 lb., capacity hoist, cable and hook.
Yes	No	15.6 Hot shift PTO.
Yes	No	15.7 50-gallon steel hydraulic tank with oil and sight gauge.
Yes	No	15.8 Mud Flaps.
Yes	No	15.9 DOT approved lighting and reflectors.
Yes	No	15.10 Inside and Outside controls.
Yes	No	15.11 Manual controls on outside.
Yes	No	15.12 Rear box DOT approved holddowns.
Yes	No	15.13 Extendable tail, stinger tail or stabilizer.

Yes	No	15.14 Hydraulic tarping system.
Yes	No	15.15 Outside rails (Inside width between rails 36.5@) NO EXCEPTIONS: Inside/Outside rails are acceptable.
		16 CAB AND RELATED EQUIPMENT
Yes	No	16.1 Tilting hood and fender assembly.
Yes	No	16.2 Exterior entry grab handles.
Yes	No	16.3 2 A fender extensions.
Yes	No	16.4 Steel constructed cab.
Yes	No	16.5 Fully enclosed cab, shock mounted.
Yes	No	16.6 Exterior Paint Color. _____
Yes	No	16.7 Warning horn. (Duals).
Yes	No	16.8 High output two-speed heater.
Yes	No	16.9 Front defroster fan.
Yes	No	16.10 12 volt charging system
Yes	No	16.11 AM/FM radio.
Yes	No	16.12 Tinted safety glass throughout.
Yes	No	16.13 Passenger seat.
Yes	No	16.14 Windows to provide side view and rear vision.
Yes	No	16.15 Driver adjustable suspension seat with seat belt to meet SAE J326.
Yes	No	16.16 Key-locking door latches.
Yes	No	16.17 Handrails and access steps.
Yes	No	16.18 Front windshield washers and wipers.
Yes	No	16.19 Heavy-duty rubber floor mat.
Yes	No	16.20 Inside mounted rear-vision mirror.
Yes	No	16.21 Rear view mirrors, both sides mounted on exterior of equipment.
Yes	No	16.22 Hand and foot accelerator controls.
		17 INSTRUMENTS, GAUGES, AND METERS
Yes	No	17.1 Engine hour meter and mileage indicator.
Yes	No	17.2 Ammeter or voltmeter.
Yes	No	17.3 Engine oil pressure and transmission pressure gauge.
Yes	No	17.4 Engine and transmission temperature gauges.
Yes	No	17.5 Hydraulic temperature gauge.
Yes	No	17.6 Articulation indicator.
Yes	No	17.7 Brake system audible warning and indicator light.
Yes	No	17.8 Self-canceling turn signal switch.

Company Name _____

Yes	No	17.9 Fuel level gauge.
Yes	No	17.10 Lift arm lock disengage indicator light.
Yes	No	17.11 Parking brake on indicator.
Yes	No	17.12 Visual and audible warning system. Electronic monitoring system to warn operator of problems and if immediate shutdown required.
Yes	No	17.13 Speedometer and Tachometer. _____ _____ _____ _____
		18 LIGHTING
Yes	No	18.1 Two (2) front sealed beam halogen-driving lights.
Yes	No	18.2 Rear mounted cab work lights.
Yes	No	18.3 Two (2) rear stop and tail lights.
Yes	No	18.4 Four-way warning flashers.
Yes	No	18.5 Cab mounted dome light.
Yes	No	18.6 Instrument panel light.
		19 MANUALS
Yes	No	19.1 One (1) complete service manual.
Yes	No	19.2 One (1) complete parts manuals.
Yes	No	19.3 One (1) complete operator-s manuals.

INSTRUCTIONS TO BIDDERS

CITY OF LINCOLN, NEBRASKA

PURCHASING DIVISION

1. BIDDING PROCEDURE

- 1.1 Bidder shall submit one (1) complete set of the bid documents and all supporting material, unless otherwise stipulated. All appropriate blanks shall be completed. Any interlineation, alteration or erasure on the specification document shall be initialed by the signer of the bid. Bidder shall not change the proposal form nor make additional stipulations on the specification document. Any amplified or qualifying information shall be on the bidder's letterhead and firmly attached to the specification document.
- 1.2 Bid prices shall be submitted on the Proposal Form included in the bid document.
- 1.3 Bidders may submit a bid on an "all or none" or "lump sum" basis, but should also submit a quotation on an item-by-item basis. Bidding documents shall be clearly marked indicating the kind of proposal being submitted.
- 1.4 Each bid must be legibly printed in ink or typed, include the full name, business address, and telephone number of the bidder; and be signed in ink by the bidder.
- 1.5 A bid by a firm or organization other than a corporation must include the name, address, fax number and email address of each member.
- 1.6 A bid by a corporation must be signed in the name of such corporation by a duly authorized official thereof.
- 1.7 Any person signing a bid for a firm, corporation, or other organization must show evidence of his authority so to bind such firm, corporation, or organization.
- 1.8 Bids received after the time and date established for receiving bids will be rejected.

2. BIDDER'S SECURITY

- 2.1 Bid security, as a guarantee of good faith, in the form of a certified check, cashier's check, or bidder's bond, may be required to be submitted with this bid document, as indicated on the Proposal Form.
- 2.2 If alternates are requested, only one bid security will be required, provided the bid security is based on the amount of the highest gross bid.
- 2.3 Such bid security will be returned to the unsuccessful bidders when the award of bid is made.
- 2.4 Bid security will be returned to the successful bidder(s) as follows:
 - 2.4.1 For single order bids with specified quantities: upon the delivery of all equipment or merchandise, and upon final acceptance by the City.
 - 2.4.2 For all other contracts: upon approval by the City of the executed contract and bonds.
- 2.5 City shall have the right to retain the bid security of bidders to whom an award is being considered until either:
 - 2.5.1 A contract has been executed and bonds have been furnished.
 - 2.5.2 The specified time has elapsed so that the bids may be withdrawn.
 - 2.5.3 All bids have been rejected.
- 2.6 Bid security will be forfeited to the City as full liquidated damages, but not as a penalty, for any of the following reasons, as pertains to this specification document:
 - 2.6.1 If the bidder fails to deliver the equipment or merchandise in full compliance with the accepted proposal and specifications.
 - 2.6.2 If the bidder fails or refuses to enter into a contract on forms provided by the City, and/or if the bidder fails to provide sufficient bonds or insurance within the time period as established in this specification document.

3. BIDDER'S REPRESENTATION

- 3.1 Each bidder by signing and submitting a bid, represents that the bidder has read and understands the specification documents, and the bid has been made in accordance therewith.
- 3.2 Each bidder for services further represents that the bidder has examined and is familiar with the local conditions under which the work is to be done and has correlated the observations with the requirements of the bid documents.

4. CLARIFICATION OF SPECIFICATION DOCUMENTS

- 4.1 Bidders shall promptly notify the Purchasing Agent of any ambiguity, inconsistency or error which they may discover upon examination of the specification documents.

- 4.2 Bidders desiring clarification or interpretation of the specification documents shall make a written request which must reach the Purchasing Agent at least four (4) calendar days prior to the date and time for receipt of bids.
- 4.3 Changes made to the specification documents will be made by written addenda to all known prospective bidders.
- 4.4 Oral interpretations or changes to the Specification Documents made in any other manner, will not be binding on the City; and bidders shall not rely upon such interpretations or changes.

5. ADDENDA

- 5.1 Addenda are additional documents issued by the City to prospective Bidders prior to the closing date for receipt of bids, which are intended to change or clarify the original plans and/or specifications., i.e. additions, deletions, modifications, or explanations.
- 5.2 Addenda will be mailed or delivered to all who are known by the City to have received a complete set of specification documents.
- 5.3 Copies of addenda will be made available for inspection at the office of the Purchasing Agent.
- 5.4 No addendum will be issued later than forty-eight (48) hours prior to the date and time for receipt of bids, except an addendum withdrawing the invitation to bid, or an addendum which includes postponement of the bid.
- 5.5 Bidders shall ascertain prior to submitting their bid that they have received all addenda issued, and they shall acknowledge receipt of addenda on the proposal form.

6. ANTI-LOBBYING PROVISION

- 6.1 During the period between the bid advertisement date and the contract award, bidders, including their agents and representatives, shall not lobby or promote their bid with any member of the City Council or City Staff.

7. BRAND NAMES

- 7.1 Wherever in the specifications or proposal form brand names, manufacturer, trade name, or catalog numbers are specified, it is for the purpose of establishing a grade or quality of material only; and the term "or equal" is deemed to follow.
- 7.2 It is the bidder's responsibility to identify any alternate items offered in the bid, and prove to the satisfaction of the City that said item is equal to, or better than, the product specified.
- 7.3 Bids for alternate items shall be stated in the appropriate brand on the proposal form, or if the proposal form does not contain blanks for alternates, bidder MUST attach to the specification documents on Company letterhead a statement identifying the manufacturer and brand name of each proposed alternate, plus a complete description of the alternate items including illustrations, performance test data and any other information necessary for an evaluation. The bidder must indicate any variances by item number from the specification document no matter how slight. Bidder must fully explain the variances from the specification document, since brochure information may not be sufficient.
- 7.4 If variations are not stated in the proposal, it will be assumed that the item being bid fully complies with the City's specifications.

8. DEMONSTRATIONS/SAMPLES

- 8.1 Bidders shall demonstrate the exact item(s) proposed within seven (7) calendar days from receipt of such request from the City.
- 8.2 Such demonstration can be at the City delivery location or a surrounding community.
- 8.3 If the bidder is proposing an alternate product, the City may request a sample of the exact item. Samples will be returned at bidder's expense after receipt by the City of acceptable goods. Bidders must indicate how samples are to be returned.

9. DELIVERY (Non-Construction)

- 9.1 Each bidder shall state on his proposal form the date upon which he can make delivery of all equipment or merchandise. Time required for delivery is hereby made an essential element of the bid.
- 9.2 The City reserves the right to cancel orders, or any part thereof, without obligation, if delivery is not made within the time(s) specified on the proposal form.
- 9.3 All bids shall be based upon **inside** delivery of the equipment/ merchandise F.O.B. the City at the location specified by the City, with all transportation charges paid.

10. WARRANTIES, GUARANTEES AND MAINTENANCE

- 10.1 Copies of the following documents must accompany the bid proposal for all items being bid:
 - 10.1.1 Manufacturer's warranties and/or guarantees.
 - 10.1.2 Bidder's maintenance policies and associated costs.
- 10.2 As a minimum requirement of the City, the bidder will guarantee in writing that any defective components discovered within a one (1) year period after the date of acceptance shall be replaced at no expense to the City. Replacement parts of defective components shall be shipped at no cost to the City. Shipping costs for defective parts required to be returned to the bidder shall be paid by the bidder.

11. ACCEPTANCE OF MATERIAL

- 11.1 All components used in the manufacture or construction of materials, supplies and equipment, and all finished materials, shall be new, the latest make/model, of the best quality, and the highest grade workmanship.
- 11.2 Material delivered under this proposal shall remain the property of the bidder until:
 - 11.2.1 A physical inspection and actual usage of this material is made and found to be acceptable to the City; and
 - 11.2.2 Material is determined to be in full compliance with the specifications and accepted proposal.
- 11.3 In the event the delivered material is found to be defective or does not conform to the specification documents and accepted proposal, then the City reserves the right to cancel the order upon written notice to the bidder and return materials to the bidder at bidder's expense.
- 11.4 Successful bidder shall be required to furnish title to the material, free and clear of all liens and encumbrances, issued in the name of the City of Lincoln, Nebraska, as required by the specification documents or purchase orders.
- 11.5 Selling dealer's advertising decals, stickers or other signs shall not be affixed to equipment. Vehicle mud flaps shall be installed blank side out with no advertisements. Manufacturer's standard production forgings, stampings, nameplates and logos are acceptable.

12. BID EVALUATION AND AWARD

- 12.1 The signed bid proposal shall be considered an offer on the part of the bidder. Such offer shall be deemed accepted upon issuance by the City of purchase orders, contract award notifications, or other contract documents appropriate to the work.
- 12.2 No bid shall be modified or withdrawn for a period of ninety (90) calendar days after the time and date established for receiving bids, and each bidder so agrees in submitting the bid.
- 12.3 In case of a discrepancy between the unit prices and their extensions, the unit prices shall govern.
- 12.4 The bid will be awarded to the lowest responsible, responsive bidder whose proposal will be most advantageous to the City, and as the City deems will best serve its requirements.
- 12.5 The City reserves the right to accept or reject any or all bids; to request rebids; to award bids item-by-item, with or without alternates, by groups, or "lump sum"; to waive minor irregularities in bids; such as shall best serve the requirements and interests of the City.
- 12.6 In order to determine if the Bidder has the experience, qualifications, resources and necessary attributes to provide the quality workmanship, materials and management required by the plans and specifications, the Bidder may be required to complete and submit additional information as deemed necessary by the City. Failure to provide the information requested to make this determination may be grounds for a declaration of non-responsive with respect to the Bidder.
- 12.7 The City reserves the right to reject irregular bids that contain unauthorized additions, conditions, alternate bids, or irregularities that make the Bid Proposal incomplete, indefinite or ambiguous.

13. INDEMNIFICATION

- 13.1 The bidder shall indemnify and save harmless the City of Lincoln, Nebraska from and against all losses, claims, damages, and expenses, including, attorney's fees arising out of or resulting from the performance of the contract that results in bodily injury, sickness, disease, death, or to injury to or destruction of tangible property, including the loss of use resulting therefrom

and is caused in whole or in part by the Bidder, any subcontractor, any directly or indirectly employed by any of them or anyone for whose acts any of them may be liable. This section will not require the Bidder to indemnify or hold harmless the City of Lincoln for any losses, claims damages, and expenses arising out of or resulting from the sole negligence of the City of Lincoln, Nebraska.

- 13.2 In any and all claims against the City or any of its members, officers or employees by an employee of the bidder, any subcontractor, anyone directly or indirectly employed by any of them or by anyone for whose acts made by any of them may be liable, the indemnification obligation under paragraph 13.1 shall not be limited in any way by any limitation of the amount or type of damages, compensation or benefits payable by or for the bidder or any subcontractor under worker's or workmen's compensation acts, disability benefit acts or other employee benefit acts.

14. TERMS OF PAYMENT

- 14.1 Unless stated otherwise, the City will begin processing payment within thirty (30) calendar days after all labor has been performed and all equipment or other merchandise has been delivered, and all such labor and equipment and other materials have met all contract specifications.

15. LAWS

- 15.1 The Laws of the State of Nebraska shall govern the rights, obligations, and remedies of the Parties under this proposal and any agreement reached as a result of this process.
- 15.2 Bidder agrees to abide by all applicable State and Federal laws and regulations concerning the handling and disclosure of private and confidential information concerning individuals and corporations as to inventions, copyrights, patents and patent rights.

16. AFFIRMATIVE ACTION

- 16.1 The City of Lincoln-Lancaster County Purchasing Division provides equal opportunity for all bidders and encourages minority businesses and women's business enterprises to participate in our bidding process.

17. LIVING WAGE

- 17.1 The bidders agree to pay all employees employed in the performance of this contract, a base wage of not less than the City Living Wage per section 2.81.010 of the Lincoln Municipal Code. This wage is subject to change every July.

18. EXECUTION OF AGREEMENT

- 18.1 Depending on the type of service provided, one of the following three (3) methods will be employed. The method applicable to this contract will be checked below:
 - ☒ a. This Contract shall consist of a **PURCHASE ORDER** and a copy of the suppliers signed bid (or referenced bid number) attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto: that both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Supplier's Bid. Items not awarded, if any, have been deleted.
 - ☐ b. The contract shall consist of a **YEARLY AGREEMENT** and a copy of the suppliers signed bid attached and that the same, in all particulars, becomes the agreement and contract between the parties hereto. That both parties thereby accept and agree to the terms and conditions of said bid documents, and that the parties are bound thereby and the compensation to be paid the Supplier is as set forth in the Suppliers' Bid. Items not awarded, if any, have been deleted.
 - ☐ c. Three (3) copies of the **CONTRACT**, unless otherwise noted.
 - 1. City will furnish three (3) copies of the Contract to the successful Bidder who shall prepare attachments as required. Insurance as evidenced by a Certificate of Insurance, surety bonds properly executed, and Agreement signed with the date of signature shall be attached.
 - 2. The prepared documents shall be delivered to the City within 10days (unless otherwise noted).
 - 3. The City will sign the Contract Agreement, insert the date of signature at the beginning of the Contract Agreement, prepare an Executive Order to go the Mayor for signature.
 - 4. Upon approval and signature from the Mayor, the City will return one copy to the Contractor.